



**Domestic
& General**
Appliance Protect



Combined Financial Services Guide and Product Disclosure Statement

Preparation Date: 1 November 2018



**Domestic
& General**
Appliance Protect

KEY FEATURES



**COVER AGAINST MECHANICAL
OR ELECTRICAL BREAKDOWN**



**IN-HOME REPAIRS FOR
MOST ITEMS BY OUR
APPROVED REPAIRERS**



FOOD SPOILAGE



**DINNER
ALLOWANCE**



**'NO LEMON'
GUARANTEE**



**LAUNDRY
REIMBURSEMENT**

For full details of the terms and conditions of these features refer to Part 3 - Policy Wording.

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Part 1: Financial Services Guide

1.1 About this Financial Services Guide

This Financial Services Guide (**FSG**) is designed to assist you in deciding whether to use the financial service we and our representatives can provide you. It also contains information about us and our representatives and how we and our representatives are remunerated for providing these financial services and how complaints are dealt with. The FSG may consist of more than one (1) document.

Where an insurance product is arranged for you, you will be provided a Product Disclosure Statement (**PDS**) and Policy Wording for that product when required. The PDS is designed to provide important information on significant features and benefits of the insurance and is designed to assist you in making an informed decision about whether to buy the insurance or not. The PDS may consist of more than one (1) document.

Any advice that is provided to you is general in nature and does not take into account your individual objectives, financial circumstances or needs. Before you make any decisions about the insurance product, you should consider the appropriateness of the advice having regard to your objectives, financial situation and needs. You should read the PDS carefully to ensure that the insurance product is suitable for you.

1.2 Who is Domestic & General Insurance PLC?

The insurance product that is described in Part 3 of this document (the **Policy Wording**) is issued by Domestic & General Insurance PLC (ARBN 124 040 768, AFSL No. 320666) (**Domestic & General**).

In this FSG, Domestic & General is referred to as '**we**', '**us**' or '**our**', unless otherwise stated.

Domestic & General is a specialist provider of consumer insurance for domestic products in Australia, the UK and Europe.

Domestic & General is a wholly owned subsidiary of Domestic & General Group Holdings Limited (VAT No. 448700443).

Domestic & General Services Pty Ltd (ACN 127 221 032, AR No. 405230) (**DGSP**) provides administration services on behalf of Domestic & General. DGSP is an authorised representative of Domestic & General that provides general financial advice to wholesale clients. They are also authorised to issue, vary or arrange for a person to deal in our general insurance products.

1.3 What services and products are Domestic & General authorised to provide?

In Australia, Domestic & General is an insurance company authorised by the Australian Prudential Regulation Authority (**APRA**) to sell certain general insurance products (such as this Policy).

Domestic & General holds an Australian Financial Service License (AFSL No. 320666) (**AFSL**) which authorises it to provide general advice on, issue and otherwise deal in, general insurance products.

1.4 How can Domestic & General be contacted?

Domestic & General can be contacted by:

Phone: 1300 573 477, Monday to Friday 8:30am – 5:30pm (AEST)

Email: warranty@domesticandgeneral.com

Mail: GPO Box 3004, Melbourne, VIC, 3001

1.5 About The Muir Electrical Company Pty Ltd

The Muir Electrical Company Pty Ltd (ACN 004 453 945, AR No,334219) (**The Good Guys**) is a premium supplier of domestic kitchen, laundry and other household appliances in Australia.

The Good Guys is an authorised representative of Domestic & General and is authorised by Domestic & General to provide general advice in writing on, and deal in certain general insurance products of ours.

The Good Guys, in providing general advice in writing and arranging services in relation to insurance, acts on behalf of

Domestic & General.

1.6 Remuneration and Other Benefits

Domestic & General receives premiums paid by customers for the insurance products it provides. For information about premiums payable under this Policy, see clause 3.9.1 under the heading '*Cost of the Policy*'. Domestic & General's employees are paid an annual salary and possible bonuses based on performance criteria and achievement of company goals. They are not otherwise remunerated for any advice or dealing service that they provide to you unless they inform you otherwise.

The Good Guys receives a commission (excluding all taxes and charges and administration fees) from Domestic & General for insurance purchased. This commission may vary depending on the product insured by the insurance and may be up to \$20.00.

DGSP receives fees in respect of administration services as well as remuneration for seconded staff and premises and facilities used in connection with these services.

The remuneration (including commission) or other benefits received by any of the above mentioned persons may change from time to time.

For further information regarding these arrangements, please contact Domestic & General by:

Email: warranty@domesticandgeneral.com

Mail: GPO Box 3004, Melbourne, VIC, 3001

This request should be made after this FSG is provided to you and before any financial services are provided to you.

1.7 Complaints Resolution

1.7.1 What should you do if you have a complaint?

If you are dissatisfied with any aspect of our service, your Policy or feel that our service has failed to meet your expectations, we would appreciate hearing from you. We are committed to resolve complaints in a fair and efficient manner and view your feedback as a vital opportunity to improve our

services, products and policies.

To ensure you have the best possible customer experience, please make sure that you:

- gather all your supporting documents and information relating to your complaint;
- think about any questions you need answered that will help us resolve the issue more efficiently; and
- contact us as soon as possible.

1.7.2 How can you lodge your complaint?

You can lodge your complaint or obtain an update by contacting us via:

Phone: 1300 573 477, Monday to Friday 8:30am – 5:30pm (AEST)

Email: resolutions.aus@domesticandgeneral.com

Mail: GPO Box 3004, Melbourne, VIC, 3001

1.7.3 How will we handle your complaint?

If we receive a complaint, we will send you an acknowledgement immediately or as soon as practicable. If the complaint has not been resolved within three (3) business days, we will let you know that the matter is under investigation and that we will revert to you within a further fifteen (15) business days. Where the complaint raises issues of substance or complexity we will contact you in order to ensure that your concerns have been fully understood.

When we next contact you within the further fifteen (15) business days, we will notify you of our decision regarding your complaint or if we require further time to consider the matter.

1.7.4 What if you are not satisfied with the handling or resolution of your complaint?

The Operations Director of Domestic & General is responsible for dealing with all complaints made against Domestic & General and/or its representatives.

You should direct any complaint in writing to:

Mail: Operations Director, Domestic & General,
GPO Box 3004, Melbourne, VIC, 3001

If you are unhappy with our decision, you may be able to

escalate your dispute at no cost, to the Australian Financial Complaints Authority (**AFCA**), of which we are a member. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

AFCA can be contacted on:

Website: www.afca.org.au

Email: info@afca.org.au

Free call: 1800 931 678

In writing: Australian Financial Complaints Authority, GPO Box 3, Melbourne, VIC, 3001

If the AFCA is unavailable, please let us know so we can give you information about other external dispute resolutions services.

1.8 Compensation Arrangements

The *Corporations Act 2001* (Cth) requires AFSL holders, subject to certain exceptions, to have arrangements in place for compensating retail clients for loss or damage they suffer as a result of a breach by the AFSL holder or its representatives. We are exempt from this requirement because we are an insurer supervised by APRA and subject to the prudential requirements of the *Insurance Act 1973* (Cth).

1.9 Preparation Date

This FSG was prepared, and its distribution authorised, by Domestic & General on 1 November 2018.

Domestic & General is responsible for this FSG.

Part 2: Product Disclosure Statement

2.1 Important Customer Information

2.1.1 About this Product Disclosure Statement

This combined Financial Services Guide (**FSG**), Product Disclosure Statement (**PDS**) and Policy Wording contains important information which you should read and keep in a safe place.

Before you decide whether to use any of the services offered by us and/or our representatives or to buy the insurance product as defined and as set out in Part 3 (the **Policy Wording**), you should read this document carefully.

The information in this PDS is designed to help you understand the features and benefits of the Policy as well as to help you decide whether to use the services offered by us and/or our representatives.

It includes important information such as the terms, conditions and exclusions of the Policy, the services we can offer you, our internal and external dispute resolution procedures and how you can access them, and how we, our representatives and associates are remunerated.

The offer to which this PDS relates is available to persons receiving the PDS (electronically or otherwise) in Australia.

2.1.2 General Advice Warning

Any advice that is provided to you is general in nature and does not take into account your individual objectives, financial circumstances or needs. Before you make any decisions about the Policy, you should consider the appropriateness of the advice having regard to your objectives, financial situation and needs. You should read the PDS carefully to ensure that the Policy is suitable for you.

2.1.3 Who is the Insurer?

The insurer of the Policy is Domestic & General Insurance PLC (ARBN 124 040 768, AFSL No. 320666) (**Domestic & General**).

In this PDS, Domestic & General is referred to as 'we', 'us' or 'our', unless otherwise stated.

Domestic & General is a specialist provider of general insurance for domestic products in Australia, the UK and Europe.

Domestic & General is a wholly owned subsidiary of Domestic & General Group Holdings Limited (VAT No. 448700443).

2.1.4 What services and products are Domestic & General authorised to provide?

In Australia, Domestic & General is an insurance company authorised by Australian Prudential Regulation Authority (**APRA**) to sell certain general insurance products (such as the **Policy**).

Domestic & General is licensed by the Australian Securities and Investments Commission (**ASIC**) (AFS Licence No. 320666) to provide general advice on, issue and otherwise deal in, general insurance products.

2.1.5 How can Domestic & General be contacted?

Domestic & General can be contacted by:

Phone: 1300 573 477

Email: warranty@domesticandgeneral.com

Mail: GPO Box 3004, Melbourne, VIC, 3001

2.1.6 Information about our Representatives

Information about our representatives, including their contact details and information about the remuneration they receive for the authorised services they provide in relation to the Policy, is set out in the FSG.

2.1.7 Complaints Resolution

Information about how complaints about us and/or our representatives are handled, including information about how you can access, at no cost, the Australian Financial Complaints Authority (**AFCA**) in relation to unresolved complaints, is set out in the FSG.

2.1.8 Confirming Transactions

You may contact us in writing or by phone to obtain confirmation of any transaction (including confirmation of cover) under your Policy.

Domestic & General can be contacted by:

Phone: 1300 573 477

Mail: Domestic & General,
GPO Box 3004, Melbourne, VIC, 3001

For more information, visit www.domesticandgeneral.com.au

2.1.9 Financial Claims Scheme

In the unlikely event that Domestic & General were to become insolvent and could not meet its obligations under the Policy, a person entitled to the claim under the Policy may be entitled to payment under the Financial Claims Scheme.

Access to payment under the Financial Claims Scheme is subject to eligibility criteria. Further information relating to the scheme can be obtained from the:

APRA Website: www.apra.gov.au

APRA Hotline: 1300 131 060

2.1.10 Privacy

2.1.10.1 What personal information does Domestic & General collect about you?

We collect contact information that you provide to us, Domestic & General Group Holdings Limited, DGSP and The Good Guys such as your name, title and organisation, address, telephone number, fax number, date of birth and email address.

2.1.10.2 Why does Domestic & General collect personal information?

Your details will be collected, stored, used and disclosed by us, Domestic & General Group Holdings Limited, DGSP, The Good Guys and selected companies with whom we contract for the purpose of:

- providing you with the products and services you have requested;
- checking and verifying your identity, and preventing or detecting crime;
- administering your Policy;

- processing claims in relation to your Policy;
- renewing your Policy;
- responding to your inquiries;
- improving the quality of our services; and
- providing you with information about services and products that we believe may be of interest to you.

If all or some of this information is not provided to us we may not be able to provide you with the services offered by us.

2.1.10.3 How does Domestic & General obtain and hold personal information?

We collect your personal information when you purchase an insurance product from us or register your details with us or Domestic & General Group Holdings Limited, DGSP and The Good Guys, including, but not limited to collection via websites operated by or on behalf of us. For example, we may collect your personal information when you fill in an application form, register your details for one of our insurance products, deal with us over the telephone, email us, ask us to contact you after visiting our websites or have contact with us, Domestic & General Group Holdings Limited, DGSP or The Good Guys in person.

We store your information in a secure location in Australia, the UK and the Netherlands. Our related companies are: DGSP, Servizi Domestic & General S.r.l, Servicios Domestic & General Espana S.L. and Domestic & General GmbH and are located in UK, France, Germany and Spain. Each of these companies are registered under the Data Protection Act or local legislation where relevant, and Domestic & General Insurance PLC is authorised by APRA. We are licensed by ASIC (AFS Licence No. 320666).

2.1.10.4 How does Domestic & General share your personal information?

We may use and disclose information about you to Domestic & General Group Holdings Limited, DGSP, The Good Guys as well as our claims managers, repairers and other suppliers (including to any person situated outside Australia, for example to our group of companies in the UK) for the purposes set out in clause 2.1.10.2 under the heading 'Why

does Domestic & General collect personal information?'

We may also pass your details to any relevant regulator or dispute resolution provider.

You consent to these parties contacting you, including but not limited to, sending email, mail or making contact by telephone, for the purposes set out in clause 2.1.10.2 under the heading *'Why does Domestic & General collect personal information?'* even after you are no longer our customer, unless you tell us not to contact you by calling 1300 573 477.

You confirm you have the necessary authority to provide the information and consent to all of the uses and disclosures of your contact details and information described in our Privacy Policy which can be accessed at www.domesticandgeneral.com.au as well as The Good Guys Privacy Policy which can be accessed at www.thegoodguys.com.au

If you want to limit the use or sharing of your personal information for marketing purposes, please write to:

Email: warranty@domesticandgeneral.com

Mail: Compliance Manager, Domestic & General,
GPO Box 3004, Melbourne, VIC, 3001

We will not disclose your personal information, including your name or postal address or any data that could identify you to any other third party, without first receiving your permission, unless we are required to disclose this information by law or as a result of any other regulatory requirement.

2.1.10.5 Accuracy

You have a right to access the information we hold about you and request the source of the information we hold where we receive such information from a third party. Should you wish to access, update or amend this information, please contact us using the details provided in clause 2.1.5 under the heading *'How can Domestic & General be contacted?'* We may charge you a fee to give you access to your personal information.

2.1.10.6 Privacy Complaints and Resolution

We are committed to providing our customers with a fair and

responsible system for the handling of privacy complaints. If, at any time, you have any concerns, complaints or questions in relation to your privacy, please write to us at:

Mail: Compliance Manager, Domestic & General,
GPO Box 3004, Melbourne, VIC, 3001

We will acknowledge your complaint immediately. We will consider your query and will endeavour to respond within ten (10) working days.

Should your complaint not be resolved to your satisfaction, you may make your complaint to the Office of the Australian Information Commissioner (**OAIC**).

The OAIC's contact details are:

Mail: Office of the Australian Information Commissioner,
PO Box 5218, Sydney, NSW, 2001

2.1.10.7 Cookies

Cookies are small pieces of information that are stored by your internet browser on your computer's hard drive. A cookie cannot read data from your hard drive and takes up very little memory. We use cookies on our websites along with our services providers, related companies and third parties such as our analytics, advertising or ad serving partners. The information collected in this way is aggregated from all our customers to improve our site by showing us how different areas of the site are being used and recording what part of the service you use.

We use and disclose the information collected through the use of cookies in accordance with our Privacy Policy.

If you do not want information collected through the use of cookies, you may be able to delete or reject cookies through your internet browser or through the settings function on your mobile or tablet device. Disabling these features may cause some of the functions on our websites or products and services not to work properly, including that you will be unable to buy or renew your Policy online.

2.1.10.8 Our commitment to you

Domestic & General is committed to online security. All

information exchanged is encrypted using SSL software and we make every effort to ensure confidentiality of your personal data. The site uses Thawte's Digital Ids to ensure the best possible protection for our customers. We have made every attempt to ensure all personal information we collect is protected against unauthorised access. We are committed to minimising fraud via our web customer interface.

2.1.11 Your Duty of Disclosure

Before you enter into your Policy with us, you have a duty under the *Insurance Contracts Act 1984* (Cth) to disclose to us every matter that you know, or a reasonable person in your circumstances could be expected to know, as relevant to our decision whether to accept the risk of the Policy and, if so, on what terms. You have the same duty to disclose those matters to us before you renew, extend or vary your Policy.

2.1.12 What you do not need to tell us as part of your Duty of Disclosure

Your duty does not require you to disclose to us a matter:

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or, in the ordinary course of business, ought to know; or
- which compliance with your duty is waived by us.

2.1.13 Who does the Duty of Disclosure apply to?

The duty of disclosure applies to you and any other insured person under the Policy.

2.1.14 What happens if an insured does not comply with the Duty of Disclosure?

If you (or any other insured person) fail to comply with the duty of disclosure, we may be entitled to reduce our liability under your Policy in respect of a claim and/or cancel your Policy.

If the non-disclosure is fraudulent, we may be able to treat your Policy as if it was never entered into and you will not be entitled to cover.

2.1.15 Updating this PDS

We may update this PDS from time to time if certain changes

occur where required and permitted by law. Except in limited cases, we will issue to you a new PDS or a supplementary PDS or other compliant document to update the relevant information. Where the information is not materially adverse from the point of view of a reasonable person considering whether to buy the Policy, we may update this PDS by placing such information on our website at www.domesticandgeneral.com.au and a paper copy of this information will also be available free of charge by contacting us.

2.1.16 Preparation Date

This PDS was prepared, and its distribution authorised, by Domestic & General on 1 November 2018.

Domestic & General is responsible for this PDS.

Part 3: Policy Wording

D&G Appliance Protect Insurance Policy is a twelve (12) month renewable insurance policy provided by Domestic & General, covering a single Product which you have purchased for domestic and personal use. Exclusions apply. It is not offered, underwritten or guaranteed by the retailer (**The Good Guys**).

The combined Financial Services Agreement (**FSG**) and Product Disclosure Statement (**PDS**) contain more information on the issuer of this insurance policy.

3.1 Definitions

In this D&G Appliance Protect Insurance Policy (the **Policy**), some words have a special meaning (whether expressed in the singular or the plural) and we define them below as well as throughout the Policy.

'Cooling Off Period' has the meaning given in clause 3.15 under the heading *'Cancellation of this Policy'*.

'Direct Debit' means an arrangement made with your financial institution that allows automatic payments for your Premium from your bank account or debit or credit card in accordance with the Direct Debit Terms and Conditions. Payments made by Direct Debit from your bank account are governed by the Direct Debit Request Service Agreement (**DDRSA**) and payments made by Direct Debit from your debit or credit card are governed by the Direct Debit Agreement (**DDA**).

'Domestic & General Claims Line' means a call centre service operated by us which is accessible by calling 1300 987 853.

'Larger Items' means televisions over twenty-eight (28) inches in screen size and laundry, refrigeration and cooking products (including integrated microwaves).

'Manufacturer's Warranty' means the voluntary or express warranty for parts and labour provided by the manufacturer of the Product.

‘Mechanical or Electrical Failure’ means a sudden and unforeseen breakdown of the Product arising from a mechanical or electrical fault including any failure arising from wear and tear (excluding a gradual reduction of the operating performance of the Product), excluding items listed in clause 3.7 under the heading *‘Exclusions’*.

‘Original Purchase Price’ means the amount paid by you to purchase the Product not exceeding a maximum retail price of \$2,500.00 as recorded on the original purchase receipt and/or tax invoice for the Product.

‘Policy’ means:

- the Insurance Policy provided by Domestic & General which is made up of all terms (including inclusions and exclusions) outlined in this Policy Wording;
- the Policy Document; and
- any other document we provide to you prior to the conclusion of the Cooling Off Period which is expressed to form part of the Policy Document.

‘Policy Document’ means the schedule we give you containing the specific details of your Policy, including but not limited to: the Premium, period of cover and the specific product covered by the Policy.

‘Premium’ means the amount you have to pay us for your Policy, which is the amount set out in the Policy Document.

‘Product’ means larger items including laundry, refrigeration and cooking appliances including washing machines, cooker ovens, dishwashers, refrigerators, fridge freezers, freezers, side by side fridge freezers, gas cooktops, hoods, dryers and washer dryers.

‘The Good Guys’ means the Muir Electrical Company Pty Ltd (ACN 004 453 945, AR No,334219) who is an authorised representative of Domestic & General and is authorised by Domestic & General to provide general advice in writing on, and deal in certain general insurance products of ours.

'we', 'our' or 'us' means the insurer, Domestic & General Insurance PLC (ARBN 124 040 768, AFSL No. 320666).

'you', 'your' or 'yours' means the insured person named in the Policy Document.

3.2 Your Policy

The Policy is a general insurance contract. In this document, you will find all the details of the terms and conditions (including inclusions and exclusions) applicable to the Policy. Please read this document carefully before you make your decision to take up this Policy.

The cover provided under the Policy does not supersede or limit in any way your statutory rights with the supplier and/or manufacturer of your Product under the 'Australian Consumer Law' (**ACL**) as expressed in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) or any other similar relevant state legislation.

You need to make sure that you are happy with the extent of cover provided by the Policy. If not, you may not get the cover you require and this Policy may not be right for you.

3.3 Eligibility for the Policy

This Policy is only available if the Product:

- is effectively functioning and is in good working order at the time of the Policy purchase;
- is less than 8 years old from the original purchase date;
- is manufactured for use in Australia;
- at the time you originally purchased it, included a Manufacturer's Warranty valid in Australia;
- is a product, such as a piece of electrical equipment or major appliance, designed to be used by you, for domestic or personal purposes only;
- is not used for business, commercial, industrial and educational use; and
- was originally purchased for under \$2,500.00.
- All repairs must be undertaken within Australia

You must inform us if you move house or dispose of your

Product.

3.4 Period of cover of the Policy

The Policy:

- is valid for twelve (12) months, commencing on the date specified in your Policy Document;
- ends on the date specified in your Policy Document or until your cover ends in accordance with the terms of your Policy whichever occurs first; and
- is not available during the period of your Product's Manufacturer's Warranty.

3.5 Renewing your Policy

At least fourteen (14) days before the end of your period of cover, you will receive a notice informing you of when your Policy will expire and whether we will offer a renewal or extension. If we offer a renewal or extension, the notice will show the amount to pay, the total Premium and instalment amounts, which may have increased since your last renewal notice. Please read this document carefully.

We will continue to automatically collect a monthly Premium for another twelve (12) months, and for twelve (12) month periods thereafter on a recurring basis, unless we hear from you. The Premium will be collected from your bank account using your existing DDRSA or from your debit or credit card using the DDA. We will send a renewal notice before the end of each renewal period. If you do not wish to renew, you will need to contact us.

We reserve the right not to renew your Policy.

3.6 Inclusions

This Policy provides the peace of mind, certainty and convenience of having the repair process managed for you in respect of Mechanical or Electrical Failures detailed in your Policy. In addition, this Policy includes the following benefits:

- a) if the Product breaks down as a result of a Mechanical or Electrical Failure covered by this Policy, we will fix or replace the Product without you having to make an assessment of your rights under the ACL or making a claim on the supplier or the manufacturer;

- b)** in-home repairs for Larger Items in most cases (if repairs are required to be made at the repairer's premises, we will cover the courier costs – see clause 3.9.2.1 under the heading '*Courier costs*');
- c)** a dedicated Domestic & General Claims Line;
- d)** all repairs are carried out by approved repairers; and
- e)** no proof of purchase required.

3.6.1 'No lemon' guarantee

If the same part in the Product requires repairing more than three (3) times as a result of Mechanical or Electrical Failure, the Product will be replaced at your request, notwithstanding the clause 3.8 under the heading '*Repair and replacement terms*'.

3.6.2 Food spoilage

If the Product is a refrigerator or freezer, we will at your request, pay for food spoilage caused by the Mechanical or Electrical Failure of the Product, up to a maximum of \$200.00 for each Mechanical or Electrical Failure claim covered by this Policy. You may be required to provide receipts and estimate the amount of food spoilage costs incurred for any claims.

3.6.3 Dinner allowance

If the Product is an oven or a cooktop and, as a result of a Mechanical or Electrical Failure covered by this Policy, the Product is out of service for more than ten (10) consecutive days from the time we have been notified of the Mechanical or Electrical Failure (excluding the time you take to provide any proof required for the claims process) we will pay for a dinner allowance of \$100.00 for each Mechanical or Electrical failure claim covered by this Policy.

3.6.4 Laundry reimbursement

If the Product covered is a washing machine or washer dryer and, as a result of a Mechanical or Electrical Failure of the Product, it is out of service for more than ten (10) consecutive days from the time we have been notified of the Mechanical or Electrical Failure (excluding the time you take to provide any proof required for the claims process), we will pay for laundering and/or dry cleaning services up to a total maximum of \$100.00 for each Mechanical or Electrical Failure

covered by this Policy. You may be required to provide receipts for all claims.

3.7 Exclusions

This Policy does not cover:

- a)** a fault brought to your attention before you purchased the Product; or
- b)** faults caused by:
 - i.** negligence, accidental or deliberate misuse or unauthorised alterations;
 - ii.** failure to follow the manufacturer's instructions for usage, installation, operation or maintenance;
 - iii.** external sources, including electrical interference, power surges and voltage fluctuations;
 - iv.** infestations of vermin, pests or insects;
 - v.** acts of God or man-made catastrophes; or
 - vi.** water damage, rust or corrosion.
- c)** damage caused by accidents;
- d)** repairs to:
 - i.** cosmetic items, such as paint or finishing, which do not affect the operation of the Product;
 - ii.** accessories such as tapes, software, or add-on options incorporated or used in or with the Product, unless those accessories are covered under a separate Policy;
- e)** cost of replacement of any item or accessory, either external or internal that is intended to be replaceable, including cartridges, styli, fuses, batteries, light bulbs, fluorescent tubes and related starters, filters, attachments, cables, plugs, light covers or rain covers;
- f)** loss, damage or costs incurred as a result of:
 - i.** damage to or loss of software, data or removable data medium caused by the Mechanical or Electrical Failure of the Product;
 - ii.** damage from batteries or other consumables, internal or external to the Product;
 - iii.** using the Product for purposes other than those described in clause 3.3 under the heading *'Eligibility for the Policy'*;
 - iv.** not being able to use the Product following Mechanical or Electrical Failure of the Product, except as specified in clause 3.6.2 under the heading *'Food spoilage'*, clause 3.6.3 under the heading *'Dinner allowance'*;

clause 3.6.4 under the heading 'Laundry reimbursement' and in clause 3.9.2.1 under the heading 'Courier costs';

- g)** transportation, installation or removal of the Product for replacement only;
- h)** loss, damage or costs incurred where no Mechanical or Electrical Failure is identified;
- i)** normal maintenance costs, cleaning, lubrication or external adjustments;
- j)** the Product if it is recalled by the manufacturer, importer or a government agency;
- k)** any claim against you by any third party including for personal injury or damage to property;
- l)** any claim by you for personal injury or damage to property, other than as expressly provided for in this Policy;
- m)** costs incurred for the delivery and installation of a replacement product or extraction and disposal of an existing Product if it is in your possession;
- n)** stands or wall brackets;
- o)** Mechanical or Electrical Failure caused by faulty or incorrect installation;
- p)** screen defects resulting from 'after image' or 'burn in' or damage by 'overheating';
- q)** faults where the Product is operating within the normal range of the manufacturer's screen performance specifications, for instance specifications in relation to abnormal pixel operation, standard brightness reduction or fan noise;
- r)** labour charges for work carried outside our repairer's normal working hours, Monday to Friday, 9am – 5pm; and
- s)** business, commercial, industrial, educational and rental use.

3.8 Repair and replacement terms

In the event of a Mechanical or Electrical Failure of the Product, if we cannot solve the problem over the phone when you call the Domestic & General Claims Line, at our sole discretion, we will have our approved repairer carry out repairs to the Product and if repairable, pay for the service call-out, parts and labour.

If we decide the Product is unable to be repaired or uneconomical to do so, we will replace the Product with a product of the same or similar technical specification.

If such equivalent specification is unavailable, we will pay to you what we would have paid for a Product with the same or similar make and technical specification in store credit. Such payment will not exceed the Original Purchase Price of your Product. The maximum we will pay is \$2,500.00.

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

In the event of the replacement of your Product, the Policy will end immediately and any outstanding amount of the total Premium as shown in the Policy Document will become immediately payable to Domestic & General and there will be no refund of the Premium you have paid.

Where we have replaced the Product, you must pay the delivery and/or installation costs of the supplier. When we discuss the replacement with you, you will be notified of these costs. When your Product has been replaced, you will be responsible, at your expense, for disposing of the original product if it remains in your possession. If the Product remains in our possession, it becomes our property.

3.9 Costs

3.9.1 Cost of the Policy

The Premium will, upon your request, be notified to you at the time of sale of the Policy to you. The Premium will be specified in your Policy Document.

Where we agree to provide cover to you under your Policy, we do so subject to our receipt of the Premium within the time required by us.

We take various factors into consideration in calculating the Premium, including the type and age of your Product and the length of cover. You will also have to pay any compulsory government charges (e.g. stamp duty and GST where

applicable) plus any additional charges we tell you about. We tell you the total amount payable when you apply and if you effect cover, these amounts are confirmed in your Policy Document.

The Premium is calculated on the basis that you are not entitled to claim an input tax credit in respect of the GST on the Premium. If this is not correct, then please contact us. You will be sent your Policy Document and this will also act as your Tax Invoice.

3.9.2 Cost relating to claims

3.9.2.1 Courier costs

If your Product covered by this Policy requires repair and we request the Product to be sent to our repairer, we will pay for the cost to courier or freight the Product from your home to our approved repairer, and from our approved repairer back to your home within Australia.

3.9.2.2 In-home repair for Larger Items

For Products which are Larger Items, we will arrange in most cases for repairs to be undertaken in your home if those repairs can be carried out effectively and safely (to be determined at our discretion). If repairs are required to be undertaken at an approved repairer's premises, the cost to transport the Product to those premises are at our cost.

3.9.2.3 Repair costs – service call-out, parts and labour

In most cases, we will repair the Product using one of our approved repairers. They will invoice us directly, which will include the costs for the service call-out (during normal business hours), parts and labour. However, in rare circumstances we may not have an appropriate approved repairer, and may at our discretion agree that you nominate a repairer and pay the repairer yourself. We will reimburse you as soon as practicable after receiving a valid tax invoice.

3.10 Refusal of claims

We may refuse to pay a claim under your Policy, or reduce the benefits available to you in respect of the claim, if:

- you failed to comply with your duty of disclosure as set out

in Part 2;

- you commit any fraudulent or dishonest act or omission in connection with the claim;
- an exclusion applies;
- you fail to comply with any of the terms of the Policy, or otherwise in accordance with relevant laws or with our rights as set out in clause 3.15 under the heading *'Cancellation of this Policy'*.

3.11 How to make a claim

Please call the Domestic & General Claims Line on 1300 987 853:

- a) to make a Policy claim; or
- b) if you have any questions about your Policy.

If there is any other service agreement or an insurance policy (i.e. household insurance policy) under which you are entitled to claim, you must provide us with details of that service agreement or insurance policy at the time you make a claim under your Policy.

3.12 Wait period before making a claim

There is a wait period of thirty (30) days from your start date of your Policy before you can make a claim.

3.13 Back up of data

Please be aware that where the Product is capable of retaining user-generated data, this may be lost during a repair process. We, therefore, recommend that you back up your data prior to any repair. Data may be stored in files and folders on such products as your computer, telephone contacts in your mobile telephone, songs and other media stored on portable recordable devices and games saved on consoles. We will not be liable for the loss of any of your data.

3.14 Transfer

This Policy is non-transferable.

3.15 Cancellation of this Policy

You may cancel your Policy at any time by notifying Domestic & General. If you choose to cancel your Policy, the following conditions apply:

- a) If you cancel your Policy at any time during the first thirty (30) days after the start date detailed on the Policy or the date of the Policy Document, whichever is the later (**Cooling Off Period**) by giving us notice of your request to cancel your Policy, we will refund the Premium you paid for the Policy less any government taxes, levies, duties or charges we cannot recover.
- b) You may cancel your Policy at any time after the Cooling Off Period by giving us fourteen (14) days' notice. Provided you have not made a claim, we will provide you with a pro-rata refund for the remaining full days of cover in the current month, less any government taxes, levies, duties or charges we cannot recover.
- c) If you want to cancel your Policy you must notify us by:
Phone: 1300 573 477
Email: warranty@domesticandgeneral.com
Mail: Domestic & General at GPO Box 3004,
Melbourne, VIC, 3001
- d) We will not pay any refunds if a claim is made on the Policy.

We have the right to cancel this Policy if you are in material breach of the Policy, you have given any false information to us when submitting a claim or for any other reason otherwise allowable by law. We will provide you with fourteen (14) days prior written notice of the cancellation.

3.16 Law and Jurisdiction

Your Policy is subject to the laws of the State or Territory in Australia where it was issued.

3.17 Notices

Any notice we give you will be in writing and will be effective from the earlier of the time of:

- delivery to you personally; or
- postage to your address last known to us.

It is important you tell us of any change of your address as soon as possible.



**Domestic
& General**
Appliance Protect



For the Insurance Policy provided by:
Domestic & General Insurance PLC
(ARBN 124 040 768, AFSL No. 320666)

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